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Cook County Recorder



MORTGAGE (ILLINOIS)

Recorded by Chicago Abstract, Inc.

	Above Space for Recorder's Use Only				
			· ·		
THIS INDENTURE, made	ctober 13	19 98	_, between		
Ara 'ia:	ria R. Munoz &	Alejandro I	opez:		
	S. Short	<u> </u>	Chicago	IL 60608	
herein referred to as "Mortgagors" and	(ST)EFT;		(CITY)	(STATE)	
LEVCO FINANCIAL SE					
5225 W. Touhy Aye.	. #216 (Skokie	IL 60077	
herein referred to as "Mortgagee," witnesseth	O STREET)	,	(CITY)	(STATE)	
promise to pay the said Amount Financed to Percentage Rate of 14199% in accordance monthly installments of \$ 145.14	ogether with a Finance e with the terms of the l	Charge on the p Retail Installment Novemb	orincipal balance of the Contract from time to sex 29	Amount Financed at the Annual time unpaid in 119	
and on the same day of each month thereafte maturity at the Annual Percentage Rate of 2 holders of the contract may, from time to tin LEVCO FINANCIAL SEE	r, with a final installmen L4.99% as stated in the	contract, and all	of said indebtedness is	made payable at such place as the	
NOW, THEREFORE, the Mortgagors, to Retail Installment Contract and this Mortgag- performed, do by these presents CONVEY A described Real Estate and all of their estate, r OF COOK	secure the payment of the same the performance of the performance of the third that the same of the sa	he said sum in ac of the covenants : he Mortgages, as	cordance with the ter n and agreements herein and the Mortgagee's suc	s, provisions and limitations of that contained, by the Mortgagors to be seessors and assigns, the following	

Lot 18 in the Subdivision of Lot 2 in Block 19 in the Canal Trustee's Subdivision of the South fraction of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian (except the Chicago and Alton Railroad) in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER:

17-29-313-021

ADDRESS OF PREMISES:

2825 S. Short

Chicago, IL 60608

which, with the property herinafter described, is referred to herein as the "pressless,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits

thereof for so long and during all such times as thereof gets may be entitled thereof which are pedged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Martgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof part upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or damagical ordinance.
- 2. Mortgagor shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Morgagee or the holder of the contract mey, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax fier, or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additions' indebtedness secured hereby and shall become intendiately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without it quire into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the potion of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contract, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebiedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographgers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

- -8. The proceeds of any foreclosere to expent the promises mall constituted and applicate the tollowing profer of priority: First, on account of all costs and expenses incident to the forcelosure proceedings, including all such item as are monthly and in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there he redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, should be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or cansfer any right, title or interest in said premises, or any portion thereof, without the written consent of

WITNESS the handa	payable, anything in said contract or this mortgage to the contrary notwithstanding. and seal of Mortgagors the day and year first above written. And Manager Musike and Manager first above written.	(Seal)
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)	Ana Maria R. Mun(z) Alejandro Lopez (Seal)	(Seal)
State of Illinois, County of .	I, the undersigned, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY that	or said County in
NOTARY PUBLIC ISTATE OF ILLIN MY COMMISSION EXPIRES:03/13	forth, including the release and wiever of the right of homestead.	going instrument, delivered the said
Given under my hand and o	ASSIGNMENT	Notary Public
FOR VALUABLE CONSID	DERATION, Mortgagee hereby sells, assigns and transfers of the within mortgage to	
	Morigagen	
ار المنافق الم	CO FINANCIAL SERVICES, INC. FOR RECORDERS INDEX PURPOSES INSER ADCRESS OF ABOVE DESCRIBED PROPER 5 W. Touhy Ave., #216	T STREET TY HERE
skől	kie, IL 60077 2825 S. Short This Instrument ** s Prepared By	Chicago, IL